



## Purchase Application Form

Fax Form To Mike Kalachian at 818-361-5102.

Date:

First Order?  Yes  No

### Bill to Information

Contact Name:	
Company Name:	
Street Address:	
City and State*:	
Postal Code & Country:	
Telephone:	Fax:
Customer's Purchase Order Number (if applicable):	
E-mail Address:	

### Ship to Address: (If shipping address is different than above, please write it below)

Contact Name:	
Company Name:	
Street Address:	
City and State*:	
Postal Code & Country:	
Telephone:	
Shipping Company and Account Number (see Note 3):	
<i>*If Located in California, include Tax Exemption Certificate Number (if applicable):</i>	

### Items Requested for Purchase (see Notes 1, 2 and 3)

Part Number	Efficiency	Item Description	Quantity Requested	Unit Price US\$	Total US\$
Product Division: (Internal use only)		Total (Spectrolab to Add Tax & Shipping if Applicable):			

**Export Regulations Compliance:** *(see Note 4)*

Spectrolab's products are subject to either the U.S. Department of State's International Traffic in Arms Regulations or the U.S. Commerce Department's Export Administration Regulations. Accordingly, it is necessary that the following information be completed prior to advancing to the next phase of this enquiry.

Country of Ultimate Destination:
Ultimate End User:
Is End User A US Person? <i>(see Note 4)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
Ultimate End Use:
Check one: <input type="checkbox"/> Business Use <input type="checkbox"/> Personal Use

**Credit Card Information** *(see Note 5 & 6)*

Name on Credit Card:
Credit Card Number:
Credit Card Types Accepted <i>(see Note 6)</i> : <input type="checkbox"/> Visa or <input type="checkbox"/> M/C Expiration Date:

**Spectrolab Terms and Conditions of Sale**

Spectrolab's Terms and Conditions of Sale (attached to this document) apply exclusively to this purchase request and subsequent order(s). Delivery is EXWORKS, Sylmar, California, USA.

**Note 1:** The price indicated herein **DOES NOT** include shipping, handling and/or insurance costs, which will be added to the invoice, and charged to your credit card, as required.

**Note 2:** Shipping rates include handling, freight and insurance. Shipment can be made through Federal Express (Priority Next Day delivery) or UPS Ground. For international shipments, the best method of shipment will be selected and charged at the time of delivery.

**Note 3:** Providing a FedEx, UPS or other shipping account number will help expedite delivery.

**Note 4:** US Person is defined as a natural person, a US citizen or a person holding a resident Alien Card (also known as a Green Card), who is a lawful permanent resident as defined by §USC 1101(a)(20) or who is a protected individual as defined by §USC 1324b(a)(3)

**Note 5:** If you prefer to call-in your credit card number, please contact Melanie Blakely, Spectrolab's Credit Card Processor at (818) 898-2805 and provide her with your information.

**Note 6:** Spectrolab only accepts VISA or MasterCard.

Comments: *(write on extra sheets of paper if necessary)*

Signature of Customer: \_\_\_\_\_

*Please read this document carefully and print it for future reference! It contains important information about your rights and obligations as well as limitations and exclusions that apply to you.*

**SPECTROLAB SOLAR CELL PRODUCTS  
LIMITED WARRANTY AND TERMS & CONDITIONS AGREEMENT  
FOR COMMERCIAL BUSINESSES AND EDUCATIONAL INSTITUTIONS**

This agreement contains the limited warranty and terms and conditions that apply to Spectrolab solar cell products purchased directly from Spectrolab, Inc. by commercial business customers, including educational institutions.

The term "Product" means the Spectrolab-branded solar cell product described in your invoice.

Spectrolab may offer for sale solar cell products manufactured by third parties other than Spectrolab. If such items are warranted by the manufacturer rather than by Spectrolab, Spectrolab will include the manufacturer's warranty in shipments of such items. Please be certain to read the individual warranties for those solar cell products contained in the shipping cartons.

After your limited money back guarantee expires, the remaining provisions of this agreement will continue to apply.

This document contains a dispute resolution clause. Please see section 6 below.

**1. GENERAL TERMS OF SALE**

**A. INSPECTION OF PRODUCT UPON RECEIPT**

You must examine the Product when you receive it. If any Product is damaged or missing, you must notify Spectrolab within thirty (30) days from the date of delivery.

**B. SHIPMENT & TITLE**

Spectrolab will arrange to ship the Product to the shipping address you specify. Title to the Product passes to you upon delivery to the carrier. Risk of loss and damage to the Product passes to you upon delivery of the Product to the shipping address. The costs of shipping and handling will be shown on your packing slip, purchase receipt or invoice ("invoice").

With respect to international shipments, Spectrolab shall apply to the U.S. Government for authority to export. You are responsible for obtaining from any other government authority to import the Product.

Estimated shipment dates are not guaranteed. Spectrolab will not be responsible for delays in delivery due to events beyond its control, including shortage of Product or materials, labor strikes, transportation failures, or acts of God, inability to obtain required export licenses, or for inability to complete your order due to Product unavailability.

**C. PRICE & PAYMENT**

Your total price for the Product will be stated on your invoice. Prices and configurations advertised are subject to change without notice or obligation prior to acceptance of your order. Prices advertised do not include shipping, handling and insurance charges, and applicable sales taxes, and these will be added to the price you pay. Any existing or new taxes or fees charged by any governmental authority will be added to your invoice.

If you provide a copy of a resale or other tax exemption certificate, Spectrolab will not charge you for taxes covered thereby. You will indemnify, hold harmless and, at Spectrolab's option, defend Spectrolab at your expense against any liability for any taxes and/or assessments plus any interest, fines and penalties assessed by any governmental entity on account of Spectrolab's reliance upon an exemption certificate or a representation by you that such taxes are not applicable to the transaction.

**D. PRODUCTS ARE NEW OR EQUIVALENT TO NEW**

Products are new or equivalent to new in accordance with industry standards.

**2. LIMITED THIRTY (30) DAY MONEY BACK GUARANTEE**

Spectrolab offers a limited money back guarantee for thirty (30) days on new Products purchased directly from Spectrolab. **TO RECEIVE A REFUND under**

**the limited money back guarantee, you must notify Spectrolab customer service, as provided in paragraph 2.b, of your desire to return the Product within thirty (30) days from the date you received your Product. You must also return the Product to Spectrolab's designated address within seven (7) days after you receive a return merchandise authorization ("RMA") number and otherwise follow the procedures set forth in this section 2.**

- A. Spectrolab will refund the original purchase price of the Product and applicable sales taxes. **Shipping, handling, insurance fees, and fees for services that have been performed (including applicable sales taxes) that you paid when you bought the Product are not refundable, and will be deducted from your refund.**
- B. To obtain a refund under this limited money back guarantee, contact Spectrolab Customer Service. You may do so by mail, telephone, facsimile or by electronic mail:

Spectrolab, Inc.  
Customer Service  
12500 Gladstone Avenue  
Sylmar, CA 91324

Phone: 818-365-4611 ext. 862 (Ms. Helen Esposito)  
FAX: 818-361-5102  
E-mail: [hesposito@Spectrolab.com](mailto:hesposito@Spectrolab.com)

Provide the Customer Service Representative with your order number. We will provide you with a RMA number, authorize the return of your Product, and provide other instructions and requirements. **Your refund may be delayed if you do not follow the instructions provided.**

- C. Ship the Product to Spectrolab using the original boxes and packing material, or, if these are not available, other suitable packing materials necessary to prevent damage. Write the RMA number in large, clear characters on the outside of each box you ship. You must include a copy of your packing slip or invoice with the returned Product to establish proof of purchase. You must also return all manuals, instructions and other materials supplied with the Product. **You are responsible for the Product until Spectrolab receives it, and you are responsible for all shipping, handling, and insurance charges. Any of these charges paid by Spectrolab will be deducted from your refund.**

- D. The returned Product must be in the same condition as you received it.
- E. If you are expecting a refund, please allow a reasonable period of time for the Product to arrive at Spectrolab. Spectrolab will inspect the Product and, after it is accepted, process your refund within ten (10) business days. Spectrolab will notify you if your Product is not accepted.
- F. **The limited money back guarantee is not a warranty. Spectrolab may change or cancel it at any time before accepting your order.**
- G. **INTERNATIONAL CUSTOMERS**  
The limited money back guarantee for international customers is the same as for customers within the United States. Please call Spectrolab Customer Service as provided in Paragraph 2.B if you wish to obtain a refund under this limited money back guarantee. In all cases, Spectrolab will not be responsible for any shipping, handling and insurance charges to and from Spectrolab, or paying or refunding customs fees, taxes, or VAT that may be due.

### 3. **PRODUCT LIMITED WARRANTY; DISCLAIMER OF WARRANTIES**

#### A. **DISCLAIMER OF WARRANTIES**

**This limited warranty is the only warranty applicable to Spectrolab-branded solar cell Products unless a separate Product-specific warranty is included with your Product shipment.**

**Solar cell Products manufactured by third parties other than Spectrolab may not be warranted or may be covered by warranties issued by those manufacturers. Those warranties will be provided to you with your shipment. Those warranties, rather than this warranty, will apply to such items unless otherwise stated on your invoice.**

**Spectrolab disclaims and excludes all other warranties, whether express, implied or statutory, including the implied warranties of merchantability, fitness for a particular purpose, arising from a course of dealing or usage of trade, and of patent, copyright or trademark infringement. The term of any implied warranty that applicable law does not permit Spectrolab to disclaim is limited to the limited warranty period described in paragraph 3.b.**

**No oral or written information (including but not limited to the limited money back**

guarantee), or advice given by Spectrolab, its agents or employees shall create a warranty or in any way increase the scope of this limited warranty.

Any and all liability of Spectrolab under this limited warranty is expressly limited to the price you have paid for the Product. Your sole remedy against Spectrolab in any dispute under this limited warranty shall be to seek recovery of the amounts you have paid, pursuant to section 6, upon the payment of which Spectrolab shall be released from and discharged of all further obligations and liability to you.

In no event shall Spectrolab be liable under this limited warranty for special, exemplary, punitive, consequential, incidental, direct or indirect damages, including, but not limited to, loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the Product or any associated equipment, cost of capital, cost of substitute or replacement Products, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if Spectrolab has been advised of the possibility of such loss or damage.

This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of punitive, incidental or consequential damages, so the above limitations or exclusions may not apply to you.

**B. STATEMENT OF LIMITED WARRANTY**

Spectrolab warrants to the original customer who purchased the Product directly from Spectrolab, that the Product will meet applicable specifications, and be free from defects in materials and/or manufacture for a period of one (1) year from the date of shipment, unless otherwise specifically indicated on your invoice. During the warranty period, Spectrolab will, at its option: (1) replace the Product with a comparable Product, or (2) offer you a choice of receiving a credit or refund in the amount you have paid for the Product upon its return. Any replacement Product will be new or equivalent to new in accordance with industry standards, comparable in function and performance to the original Product,

and warranted for the remainder of the original warranty or ninety (90) days from the date of shipment of the replacement Product, whichever is longer. Purchasing additional Products from Spectrolab does not extend this warranty period.

**C. THIS LIMITED WARRANTY IS NOT TRANSFERABLE**

**D. EXCLUSIONS**

Solar cells are extremely fragile and are easily damaged. This limited warranty covers normal handling and use. Spectrolab does not warrant and is not responsible for:

1. Damage during shipment, other than original shipment to the original customer if Spectrolab's carrier is used;
2. Damage caused by improper installation, or failure to provide a suitable installation environment;
3. Damage caused by failure to provide a suitable operating environment;
4. Damage caused by impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
5. Damage caused by a power surge or failure;
6. Damage caused by fire, flood, wind, earthquake, lightning, or extreme environmental condition;
7. Damage caused by unauthorized attachments, alterations, modifications, or foreign objects;
8. Damage caused or contributed to by a component, device or other item in which the Product is installed, to which the Product is directly or indirectly connected, or with which the Product interfaces;
9. Damage caused by the use of the Product for purposes other than those for which it is customarily used;
10. Damage caused by any other abuse, misuse, mishandling, or misapplication; or
11. Damage caused by computer programs, data, viruses, or other files.

**E. OBTAINING WARRANTY ADJUSTMENTS**

**1. CONTACT CUSTOMER SERVICE**

To obtain service under this limited warranty, you must contact Spectrolab Customer Service. You may do so by mail, telephone, facsimile or electronic mail:

Spectrolab, Inc.  
Customer Service  
12500 Gladstone Avenue  
Sylmar, CA 91324

Phone: 818-365-4611 ext. 862 (Ms. Helen Esposito)  
FAX: 818-361-5102  
E-mail: [hesposito@Spectrolab.com](mailto:hesposito@Spectrolab.com)

If Spectrolab determines that your Product is defective and that the defect is covered by this limited warranty, Spectrolab may authorize the replacement of the Product. Procedures for handling replacements are outlined below.

## 2. WARRANTY ADJUSTMENT PROCEDURE

The following procedures must be followed. **Failure to follow the procedures in this section may result in delays in the replacement of your Product, in your receiving a refund, or may result in additional charges to you. Spectrolab reserves the right to refuse to accept Products where these procedures are not followed.**

- A. If the Spectrolab Customer Service Representative decides that your Product may be eligible for replacement, he or she may require a credit card authorization or other security to receive a replacement Product and may require you to pay the cost of shipping the replacement Product to you and the cost of returning the defective Product to Spectrolab. The Customer Service Representative will then authorize shipment of the replacement Product to you. An RMA kit will be included with the replacement Product. **You are financially responsible for the replacement Product. You must return the Product unless Spectrolab gives you other written directions. If you fail to return the defective Product within seven (7) days of receipt of the RMA kit, you will be responsible for the original sales value of the replacement Product. You are responsible for paying all shipping, handling, and insurance charges related to the shipment of Product to and from Spectrolab for replacement.**
- B. Return any Product in the original boxes and packing materials, or if these are not available, other suitable packing materials to prevent further damage. Use the RMA return address labels provided

to you in the RMA kit or write the RMA number in large, clear characters on the outside of each box you ship. **Failure to use these labels or to include the RMA number may result in delays.**

- C. **For your protection, you should insure the shipment for full replacement value. You are responsible for any damage to the Product which occurs during shipment to Spectrolab. Spectrolab is not responsible for damage caused by any of the conditions listed in paragraph 3.d.**

## 3. INTERNATIONAL CUSTOMERS

The limited warranty is the same for customers located outside of the United States, except as stated in this Paragraph 3.E.3. To obtain warranty service, you must contact Spectrolab Customer Service as provided above. On all orders for replacement Product, you must pay for the replacement Product and shipping and handling costs before Spectrolab will ship the replacement Product. Spectrolab will refund the cost of the replacement Product when you return the defective Product to Spectrolab. Shipping and handling charges are not refundable. **Spectrolab is also not responsible for any customs fees, taxes, or vat that may be due. You are responsible for these charges, even if you refuse delivery of the Product.**

## 4. TRADEMARKS

Spectrolab, Inc., and/or The Boeing Company, are/is the sole and exclusive owner(s) of the name "Spectrolab" and any and all Spectrolab trademarks, trade names, trade logos and trade dress appearing on, attached to or described in the Products, and you acquire no rights to these trademarks.

## 5. PROPRIETARY INFORMATION

It may become necessary for Spectrolab to provide you with Spectrolab or Boeing proprietary data about a Product, such as specifications, drawings and information (including, without limitation, designs, reports, manuals, models, process information and the like). You shall keep in confidence and shall take reasonable and appropriate measures to safeguard any Spectrolab or Boeing proprietary data, revealed by Spectrolab and containing proprietary information marked "Spectrolab Proprietary," or "Boeing Proprietary." Such proprietary data shall not be duplicated, disclosed to others or used other than with respect to your purchase of the Product from Spectrolab, without Spectrolab's prior written

permission. These obligations do not apply to any information which becomes generally available to the public other than as a result of a disclosure by you, or was available to you on a non-confidential basis prior to its disclosure to you by Spectrolab, or becomes available to you on a non-confidential basis from a source other than Spectrolab, provided that such source is not prohibited from disclosing such information to you by a contractual, legal or fiduciary obligation to Spectrolab.

#### 6. **DISPUTE RESOLUTION**

Spectrolab and you will cooperate and work with each other in good faith to resolve any disputes between us. If Spectrolab and you are unable to resolve a dispute despite such good faith, cooperative efforts, in lieu of litigation the dispute will be resolved by arbitration. Unless Spectrolab and you agree otherwise, the arbitration will be held in Los Angeles, California if the arbitration is initiated by you or, in a location reasonably near your facility if the arbitration is initiated by Spectrolab. The arbitration will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Under no circumstances shall the arbitrator(s) be authorized or empowered to award punitive or multiple damages. The arbitration award shall be final and binding, shall be the sole and exclusive remedy regarding any and all claims and counterclaims presented, and may not be reviewed or appealed to any court except for purposes of enforcement.

#### 7. **COMPLIANCE WITH EXPORT LAWS AND REGULATIONS**

No hardware, technical data or service subject to the International Traffic in Arms Regulations or the Export Administration Regulations furnished to you by Spectrolab shall be disclosed or provided to any foreign national, firm or country, including foreign nationals employed or associated with you, nor shall such hardware, technical data or service be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations and the Export Administration Regulations, including the requirement to obtain an export license.

#### 8. **SEVERABILITY**

If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this Agreement.

#### 9. **WAIVERS**

Spectrolab's election not to enforce any provision hereof shall not be construed to be a continuing waiver and Spectrolab reserves the right subsequently to enforce such provision unless it agrees otherwise in writing.

#### 10. **LIMITATION OF LIABILITY**

**Any and all liability of Spectrolab under this agreement is expressly limited to the price you have paid for the Product. Your sole remedy against Spectrolab in any dispute under this agreement shall be to seek recovery of the amounts you have paid, upon the payment of which Spectrolab shall be released from and discharged of all further obligations and liability to you. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental, direct or indirect damages, including, but not limited to, loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the Product or any associated equipment, cost of capital, cost of substitute or replacement Products, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage.**

#### 11. **ASSIGNMENT**

You may not assign this Agreement without Spectrolab's prior written consent.

#### 12. **MODIFICATION**

No modification of this agreement shall be valid unless it is in writing signed by an authorized representative of Spectrolab.

#### 13. **INTEGRATION**

This is the complete agreement between you and Spectrolab with respect to your purchase of Product directly from Spectrolab, and it supersedes all prior or contemporaneous understandings, representations or warranties (including those contained in sales, promotional and/or marketing materials).

#### 14. **GOVERNING LAW**

This Agreement is governed by the laws of the State of California, United States of America, without giving effect to conflicts of law rules and, for international orders, excluding the United Nations Convention on Contracts for the Sale of Goods.

**E N D**